

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN, NEBRASKA,  
LANCASTER COUNTY,  
LINCOLN - LANCASTER COUNTY  
PUBLIC BUILDING COMMISSION**

Durable Medical Goods, First Aid and Safety Related Supplies,  
Equipment and Services  
NJPA Contract #080614-MML

**Contractor:  
Moore Medical LLC  
1690 New Britain Ave.  
Farmington, CT 06032  
(800) 234-1464 Ext. 5408**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and  
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Moore Medical LLC, 1690 New Britain Ave., Farmington, CT 06032** hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing Contract by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030( c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the National Joint Powers Association (NJPA) and Moore Medical LLC, for Durable Medical Goods, First Aid and Safety Related Supplies, Equipment and Services, NJPA Contract #080614-MML, which was prepared in accordance with the NJPA's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to provide Durable Medical Goods, First Aid and Safety Related Supplies, Equipment and Services for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the Contract between the NJPA and Moore Medical LLC, Contract #080614-MML executed by the NJPA, on August 5, 2014.

WHEREAS, the Contractor, in response to the Owners' request to participate in said NJPA contract, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the NJPA, with only those exceptions stated herein; and

WHEREAS, the NJPA, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the contract between NJPA and Moore Medical LLC, Contract #080614-MML a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Durable Medical Goods, First Aid and Safety Related Supplies, Equipment and Services for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The initial term of this contract is for a period beginning March 15, 2015 through August 18, 2018.
  - 2.1 Upon conclusion of the initial term, the contract has the consideration of a fifth year renewal option at the discretion of NJPA.
  - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.
3. Pricing. Pricing for these services are pursuant to the Contract between the NJPA and Moore Medical LLC, Contract #080614-MML, executed by the NJPA, August 5, 2014, a copy thereof being attached to and made a part of this Contract.

The Owners will pay for products/service, according to the proposal pricing as included with the Contractors Proposal/Supplier Response, a copy thereof being available at the Purchasing Office and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The total cost of products or services for City Departments shall not exceed \$20,000.00 each year for a total of \$70,000.00 during the contract term without approval by the City of Lincoln. The total cost of products or services for County agencies shall not exceed \$51,000.00 each year for a total of \$178,500.00 during the contract term without approval by the Lancaster County Board of Commissioners. The total cost of products or services for the Lincoln-Lancaster County Public Building Commission shall not exceed \$1,200.00 each year for a total of \$4,200.00 during the contract term without approval by the Board of the Public Building Commission.

4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.
8. Termination. This Contract may be terminated by the following:
  - 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.

- 8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
- 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide Durable Medical Goods, First Aid and Safety Related Supplies, Equipment and Services.
  - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
  - 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
9. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
10. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the NJPA and Moore Medical LLC, Contract #080614-MML, for Durable Medical Goods, First Aid and Safety Related Supplies, Equipment and Services.

The Contract Documents comprise the Contract, and consist of the following:

- 1. Contract Agreement
- 2. Contract #080614-MML
- 3. Proposal
- 4. Insurance

This Contract Agreement together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

**City of Lincoln Signature Page**

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**CONTRACT FOR  
Durable Medical Goods, First Aid and  
Safety Related Supplies, Equipment and Services  
NJPA RFP #080614-MML  
City of Lincoln, Lancaster County and  
Lincoln-Lancaster County Public Building Commission**

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Chris Beutler, Mayor

Approved by Resolution No. \_\_\_\_\_

dated \_\_\_\_\_

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

\_\_\_\_\_  
Secretary (SEAL)

Moore Medical LLC  
Name of Corporation

1690 New Britain Ave, Farmington, Ct 06032  
(Address)

By: [Signature]  
Duly Authorized Official  
Contract Manager  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

(Address)

By: \_\_\_\_\_ Member

By: \_\_\_\_\_ Member



**PROPOSER QUESTIONNAIRE- General Business Information**  
(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)

Proposer Name: Moore Medical LLC Questionnaire completed by: \_\_\_\_\_

Please identify the person NJPA should correspond with from now through the Award process:

Name: Lisa Hunt E-Mail address: Lisa.hunt@mooremedical.com

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. *Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.*

**Company Information & Financial Strength**

- 1) Why did you respond to this RFP? Moore Medical would like to be a vendor for NJPA to provide Durable Medical Goods and First Aid and Safety Related Supplies. Moore Medical is very familiar with NJPA contracts and believe that Moore Medical will provide value to NJPA as a vendor partner. Please refer to our Proposal response document.
- 2) What are your company's expectations in the event of an award? Moore Medical's Expectation is to provide medical supplies, equipment and services to NJPA Members. We will be looking to actively market to NJPA members directly as well as provide a dedicated website for ease of use for all NJPA members. In partnering with NJPA, we believe that we can increase sales by providing highly trained and knowledgeable sales individuals as well as internal support to NJPA members. We have a dedicated team that is very familiar with the intricacies of contract management and administration and marketing for cooperatives specifically.
- 3) Provide the full legal name, address, tax identifications number, and telephone number for your business.  
Moore Medical LLC  
1690 New Britain Ave.  
Farmington, CT 06032  
Tax ID Number: 20-2046702  
Telephone Number: 1-800-234-1464 Ext. 5408
- 4) Demonstrate your financial strength and stability. Please see attached documentation as well as the 10K form which is available at [www.mckesson.com](http://www.mckesson.com)
- 5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain. No.
- 6) Provide a brief history of your company that includes your company's core values and business philosophy. Please see attached documentation.
- 7) How long has your company been in the DURABLE MEDICAL GOODS, FIRST AID AND SAFETY RELATED SUPPLIES, EQUIPMENT AND SERVICES industry? Please see our proposal response.
- 8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed? We would be considered an authorized distributor.
  - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing. Moore Medical is an authorized distributor for hundreds of manufacturers. If documentation is required regarding our authorization to sell our products, it can be provided upon request for each individual product. Please see our Moore Medical Company History and Qualification section of our proposal response.
  - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed. N/A
  - c) Are these individuals your employees, or the employees of a third party? N/A
  - d) If applicable, is the Dealer Network independent or company owned? N/A

Please provide your bond rating, and/or a credit reference from your bank. AM Best is: A (Excellent) with a financial size rating of XV.

9)

10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP. – Moore Medical's four warehouses each have obtained State Licensure and DEA Licensure required to stock and distribute Prescription required medications and devices. Moore Medical has also been awarded VAWD accreditation by the National Association Boards of Pharmacy. Our Florida warehouse is a Pedigree Certified warehouse to comply with current Pedigree Laws.

11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable." **Not Applicable**

12) Provide all "Suspension or Disbarment" information as defined and required herein. **Neither Moore Medical nor its officers or employees have been suspended or debarred from doing business under any contract.**

13) In addition to the \$1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain. **Please refer to the sample insurance certificate provided within RFP Submission**

14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

**AED Products, Programs and Services – In non-restricted markets**

**Surgical Supplies**

**Equipment and Furniture**

**Exam Room Supplies**

**Instruments**

**Emergency Supplies**

**Flu Shots**

**Athletic Supplies**

#### **Industry Requirements & Marketplace Success**

15) List and document recent industry awards and recognition. **Moore Medical has earned two national awards for outstanding achievement in Customer Excellence. 2014 Confrimit Ace Awards – Achievement in Customer Excellence and 2014 NorthFace ScoreBoard Award – World Class Excellence in Customer Service.**

16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

- **BuyBoard, Connie Burkett 800-695-2919 ext 7152**
- **KEDC, Toni King 606-929-2229**
- **State of Connecticut, Melissa Marzano 860-713-5091**

17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.

- **BuyBoard (Started 8/1/2013) – Statewide, now Nationwide Cooperative for Government and/or Education members located in Texas**
- **KEDC – Statewide Cooperative for Government and/or Education members located in Kentucky**
- **PACE (New Contract) – Statewide, now Nationwide Cooperative for Government and/or Education members located in Texas**
- **State of Connecticut Department of Administrative Services – Contract for State Government and/or Education agencies to purchase Medical, Surgical, First Aid and EMS supplies**
- **CIA – Agreement to work with the Federal Government to purchase Medical, Surgical, First Aid and EMS supplies to support sites as needed.**

18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

- **Education - .4%**
- **Government – 14.7%**



### Proposer's Ability to Sell and Deliver Service Nationwide

- 19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP? All of our sales force has the potential to work with your members. Please see the Inside and Field Sales Organization section of our proposal response. All sales representatives will be provided detailed listings of the NJPA membership list for them to start reaching out to provide their expertise in selling our products utilizing the contract
- 20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP? N/A
- 21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Please see attached documentation provided – Statement of Personnel Qualifications. This outlines the contact information of the dedicated staff that will be responsible for the overall management of this contract. Warranties are provided by the manufacturers of the products.
- 22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location? N/A
- 23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract. Please see attached documentation provided – Customer Service and Support
- 24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract. Moore Medical can only fully serve locations within the United States. Moore Medical cannot service Canada under this contract.
- 25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit) Moore Medical is able to provide services in all verticals covered under this RFP.
- 26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document. See Form P

### Marketing Plan

- 27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract. Please see attached documentation provided – Marketing Plan as well as the Moore Medical Inside and Field Sales organization.
- 28) Describe how you would market/promote an NJPA Contract nationally to ensure success. Please see attached documentation provided – Marketing Plan
- 29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format. Please see attached documentation provided – Marketing Plan as well as the sample direct mail piece in the electronic submission
- 30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness. Please see attached documentation provided – Marketing Plan. Moore Medical will provide to NJPA, a link to a dedicated landing page for NJPA members. The landing page will promote the NJPA contract as well as provide information on products, hot lists, pricing, ordering instructions and customer service.
- 31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services. Please see attached documentation provided – Marketing Plan – Moore Medical has historically taken on the role of direct marketing for cooperative contracts. Our expectation would be to

receive an updated membership list from NJPA as well as written permission to market/contact members to actively promote the contract and our products.

- 32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry. Please see attached documentation provided – Marketing Plan
- 33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract. Moore Medical's senior management team has provided their guidance on this project. We have met at the leadership level to strategize regarding this opportunity. The leadership team has stated that they are ready to help achieve a successful business relationship with NJPA. The Direct Marketing team is standing by to start work on promoting this contract. The Senior Management team goals are usually adjusted to include a category for specific sales goal attainment as it pertains to lucrative contracts in which Moore Medical as a company would like to promote. In addition, there are spiffs that can be incorporated into bonus plans specifically designed to drive sales through specific contracts.
- 34) Do you view your products/equipment applicable to an E-procurement ordering process?  
☒ Yes ☐ No
- a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and education customers to ordering through E-procurement. Moore Medical has a proven track record when it comes to e-procurement practices. We have an on-site e-procurement team that is specifically dedicated to National and Government Accounts. The platforms in which we currently participate are: Magellan, Unimarket, Ariba, Coupa, SciQuest, e-school Mall and oneSource. We currently have over 20 national accounts that take advantage of our e-procurement services/systems.
- 35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?  
Please see attached documentation provided – Marketing Plan

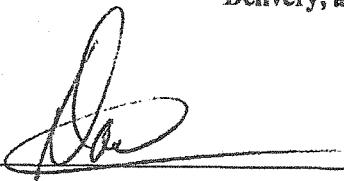
#### Other Cooperative Procurement Contracts

- 36) Identify all cooperative contracts hosted by any government or education agency or government or education cooperative or by a third party marketing company, which are marketed in more than one state, held or utilized by the Proposer.
- BuyBoard
  - PACE
  - KEDC
- 37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
- 38) Identify awarded WSCA or specific state procurement contracts held or utilized by the Proposer with any State of the United States. State of Connecticut
- 39) What is the annual combined dollar sales volume for each of these contracts? Approximately \$2,000,000.00
- 40) Identify any GSA Contracts held or utilized by the Proposer. Moore Medical does not participate in the GSA Contract
- 41) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle. Yes, the State of Texas – BuyBoard
- 42) If you are awarded the NJPA contract, is it your intention and commitment to lead with your NJPA contract?  
☒ Yes ☐ No Explain and demonstrate your commitment and/or restrictions. In all markets and geographical locations other than Texas.
- 43) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods. Moore Medical Proposes a 2% admin. Fee for sales generated by the use of this contract

#### Value Added

- 44) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training?   X   Yes        Moore Medical can provide training to NJPA as a whole or individual members on many topics some related to the use of web tools as well as products. Moore will work to coordinate with our sales force and manufacturers to provide specific training when necessary. It would be on an individual member basis specific to the products they are purchasing or have purchased.
- 45) Is this training standard as a part of a purchase or optional? This training would be optional in most cases
- 46) Describe current technological advances your proposed equipment/products and related services offer. Please see the Value Add Section of our Proposal Response.
- 47) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable). Please see the Environmental section of our Proposal Response.
- 48) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP. Please see the Minority, Small Business and Woman Business Enterprise (WMBE) section of our Proposal Response.
- 49) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members? Please see our proposal response.
- 50) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition? Please see our proposal response
- 51) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered. Moore Medical offers manufacturer warranties on all products and equipment. They differ by manufacturer. In addition, we do provide services as it pertains to AEDs. Information is included in our response.
- 52) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general. Moore Medical is not able to offer products, equipment or services Internationally.
- 53) Describe any unique distribution and/or delivery methods or options offered in your proposal. Please see the Freight section of our proposal response

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: 

Date: 8-5-14

**Form B**



**PROPOSER INFORMATION**

Company Name: Moore Medical LLC

Address: 1690 New Britain Avenue

City/State/Zip: Farmington, CT 06032

Phone: 800-234-1464

Fax: 877-354-5916

Toll Free Number: 800-234-1464

E-mail: bid@mooremedical.com

Web site: www.mooremedical.com

VOIDS sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

**COMPANY PERSONNEL CONTACTS**

**Authorized Signer for your organization\*:**

Name: Don Williams

Email: Donald.Williams@mooremedical.com Phone: 860-826-3600

\* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

**Author of your proposal response**

Name: Lisa Hunt

Title: Contract Administration Manager

Email: lisa.hunt@mooremedical.com

Phone: 800-324-1464 x 5516

**Your Primary Contact person regarding your proposal:**

Name: Lisa Hunt

Title: Contract Administration Manager

Email: lisa.hunt@mooremedical.com

Phone: 800-234-1464 x 5516

**Other important contact information:**

Name: Denise Rogers

Title: Contract Administrator

Email: denise.rogers@mooremedical.com

Phone: 800-234-1464 x 5626

Name: Charles Valentino

Title: Director, Customer Support & Government Contracting

Email: charles.valentino@mooremedical.com

Phone: 800-234-1464 x 3608

**Form C****EXCEPTIONS TO PROPOSAL TERMS, CONDITIONS  
AND SOLUTIONS REQUEST**Company Name: Moore Medical LLCNote: Original must be signed and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
Pg. 26, Section 6.23.1.2	\$1,500,000.00 Each Occurrence	Add "and Annual Aggregate"	
Pg. 26, Section 6.25	Acceptability of Insurers	Add to the end of this section : "unless insured via self-insurance or captive insurance"	See Clarification
Pg. 26	Add to the end of the insurance section	Add "Vendor's or parent's corporation or affiliates' use of self- insurance or captive insurance is deemed to satisfy all insurance requirements set forth under this entire agreement"	NJPA Accepts
Pg. 16, Section 5.1	Pricing	<p>Please Add Clarification: Moore Medical is offering the products and services to NJPA at prices that are market competitive for cooperative purchasing organizations. If, at any time during the term, NJPA receives information that indicates Moore Medical's prices are not market competitive, NJPA may provide written notice of such information to Moore Medical. Upon receipt of such notice, Moore Medical shall, within thirty (30) days of receipt of such notice, meet with NJPA to discuss the subject prices and determine the appropriate resolution.</p> <p>NJPA Members shall not be invoiced at prices higher than those stated in this contract resulting from this bid. Moore Medical certifies, by signing this</p>	NJPA Accepts

		<p>bid the same competitive cooperative pricing will be offered to NJPA Members known to Moore Medical.</p> <p>Moore Medical further agrees to negotiate one time volume discounts and potential manufacturer rebates on large transactions based on committed quantities presented under the terms of this agreement on an account by account basis.</p>
<p>Pg. 19, Section 5.35.1</p>	<p>Price Decreases</p>	<p>Moore Medical (Offeror) agrees to honor any/all reductions in the price of goods or services covered by this bid, if the reduction in price of an item/items falls below the stated pricing in our annual Moore Medical Buyer's Guide from the inception of the bid award.</p> <p>Moore Medical further agrees to negotiate one time volume discounts and potential manufacturer rebates on large transactions based on committed quantities presented under the terms of this agreement on an account by account basis.</p>

Proposer's Signature: \_\_\_\_\_

Date: 8/5/14

NJPA's clarification on exception/s listed above:

Any exceptions not explicitly accepts or clarified are hereby rejected and shall not be considered part of the contract)  
 1. NJPA accepts the proposed language to be at the end of the first sentence, not the last.



**FORM D**

Contract Award  
RFP #[080614 #]



**Formal Offering of Proposal**  
(To be completed Only by Proposer)

**DURABLE MEDICAL GOODS, FIRST AID AND SAFETY RELATED SUPPLIES, EQUIPMENT AND SERVICES**

In compliance with the Request for Proposal (RFP) for DURABLE MEDICAL GOODS, FIRST AID AND SAFETY RELATED SUPPLIES, EQUIPMENT AND SERVICES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Moore Medical LLC Date: 8/5/14

Company Address: 1690 New Britain Ave.

City: Farmington State: CT Zip: 06032

Contact Person: Don Williams Title: V. P. Sales and Business Development

Authorized Signature (ink only): [Signature] Don Williams  
(Name printed or typed)



## Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 080614 Durable Medical Goods, 1st Aid & safety related  
supplies, equipment & services

Moore Medical LLC

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be August 19<sup>th</sup>, 20 14 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

## National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: Dr. Chad Couette  
NJPA Executive Director

(Name printed or typed)

Awarded this 19<sup>th</sup> day of August, 20 14 NJPA Contract Number # 1080614 #1-MML

NJPA Authorized signature: Scott Veronen  
NJPA Board Member

(Name printed or typed)

Executed this 19<sup>th</sup> day of August, 20 14 NJPA Contract Number # 1080614 #1-MML

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Moore Medical LLC

Vendor Authorized signature: [Signature]

(Name printed or typed)

Title: V.P. Sales and Business Development

Executed this 5<sup>th</sup> day of August, 20 14 NJPA Contract Number # 1080614 #1-MML



**PROPOSER ASSURANCE OF COMPLIANCE**



**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" will not be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: Moore Medical LLC

Contact Person for Questions: Lisa Hunt

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 1690 New Britain Ave.

City/State/Zip: Farmington, Ct. 06032

Telephone Number: 860-826-3600 x5516 Fax Number: 877-354-5916

E-mail Address: Lisa.Hunt@mooremedical.com

Authorized Signature: [Signature]

Authorized Name (typed): Don Williams

Title: V.P. Sales and Business Development

Date: 8/5/14

Notarized

Subscribed and sworn to before me this 5th day of August, 2014

Notary Public in and for the County of Hartford State of Connecticut

My commission expires: April 30, 2016

Signature: [Signature]

**LUZ A. RODRIGUEZ**  
NOTARY PUBLIC - State of Connecticut  
My Commission Expires  
April 30 2016



**PROPOSER QUESTIONNAIRE**  
**Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific**

Proposer Name: Moore Medical LLC

Questionnaire completed by: Lisa Hunt

**Payment Terms and Financing Options**

- 1) Identify your payment terms if applicable. (Net 30, etc.) . Net 30
- 2) Identify any applicable leasing or other financing options as defined herein. N/A
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process). Please see our proposal response
  - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network? N/A
- 4) Do you accept the P-card procurement and payment process? Yes

**Warranty**

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure. Please see the Warranty Section of our proposal response
- 6) Do all warranties cover all products/equipment parts and labor? Please see the Warranty section of our proposal response. Warranty is provided by manufacturers of products
- 7) Do warranties impose usage limit restrictions? Warranty is provided by manufacturers of products
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs? Warranty is provided by manufacturers of products
- 9) Please list any other limitations or circumstances that would not be covered under your warranty. Warranty is provided by manufacturers of products
- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair? Warranty is provided by manufacturers of products

**Equipment/Product/Services, Pricing, and Delivery**

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Moore Medical LLC, a subsidiary of McKesson Medical-Surgical, is an Internet-enabled, multi-channel, specialty direct marketer and distributor of medical-surgical supplies, equipment and pharmaceuticals to approximately 120,000 healthcare practices, facilities and organizations in non-hospital settings nationwide. Our customers include: physicians, podiatrists, obstetricians and gynecologists, pediatricians, surgeons, emergency medical technicians, schools, colleges and universities, correctional facilities, municipalities and government agencies, occupational and industrial healthcare professionals and other specialty practice communities. We market to and serve our customers through direct mail, industry-specialized telephone support staff, field sales representatives and the Internet.
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount). Moore Medical is providing a catalog discount on our entire catalog of products. The pricing is given as a ceiling price as requested within the RFP. Moore Medical is prepared to

offer additional discounts on an individual member basis to provide for volume discounts as well as very competitive situations, manufacturer rebates etc. The discounts on the product range from 10% to 20% on the catalog portion of the proposed pricing. Moore Medical has also provided a "hot list" of items that are the most frequently purchased in the school and government vertical markets. The "hot list" of items provides a discount range on the products that is from 10% to a 70+% discount.

- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list. The discounts on the product range from 10% to 20% on the catalog portion of the proposed pricing. The "hot list" of items provides a discount range on the products that is from 10% to a 70+% discount.
- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed. The method of pricing is a discount off list price as provided in the pricing excel documents located within the electronic submission CD portion of this proposal. All item numbers (SKU) have been provided.
- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options"). Please see the "Open Market Items" section of our proposal response
- 16) Provide your NJPA customer volume rebate programs, as applicable. Volume discounts are negotiated on an individual basis depending on volume, products and market.
- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is NOT included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer. Please see the "Open Market Items" and "Additional Costs" sections of our proposal response
- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program. Please see the "Additional Costs" section of our proposal response
- 19) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering. Prices offered in this proposal are (Your proposal will be deemed "Non-Responsive" if this question is not answered):
  - ☐ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
  - ☐ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
  - ☒ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- 20) Do you offer quantity or volume discounts?  
☒ YES ☐ NO Outline guidelines and program.
- 21) Describe in detail your proposed exchange and return program(s) and policy(s). Please see the return policy section of our proposal response.
- 22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services Please see the return policy section of our proposal response. Default delivery to Alaska, Hawaii and other US territories is Second Day Air at the customer's expense. Alaska does have the option of free ground delivery but this option MUST be specified at time of order or default delivery option will be used. Alaska ground delivery will be sent via freighter and can take up to four (4) or more weeks to receive. Delivery to Hawaii is default Second Day Air but delivery via USPS is a less expensive option and MUST be specified at time of order. Delivery to other US territories need to be coordinated at time of delivery, certain drop ship items and equipment are not offered to all US territories please call for details and coordination.
- 23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible. Moore Medical holds quarterly reviews with the Director of Contract Compliance and the Contract Management and Administration team. This is a review of the process, contract terms and conditions, pricing, systems, order processing as well as reporting. Any issues identified are addressed and a corrective action plan is put in place to correct the issue. If any issue resulted in a breach of

contract terms and conditions, NJPA will be notified in writing within 20 Business days of our findings as well as our corrective action plan to correct the issue.

Industry Specific Items

n/a

Signature: \_\_\_\_\_

A handwritten signature in black ink, consisting of a stylized 'R' followed by a horizontal line.

Date: 8-5-14

ADDENDUM ONE (1)  
To that certain  
NJPA RFP #080614  
Issued by  
National Joint Powers Alliance®  
For the procurement of



DURABLE MEDICAL GOODS, FIRST AID AND SAFETY RELATED SUPPLIES, EQUIPMENT AND SERVICES

Consider the following to be part of the above titled RFP:

- 1) Questions submitted by Potential Responders via email are listed in black font and NJPA answers are listed in blue:

Q: I am trying to get our accounting to provide me with "Financials", and she needs to know specifically what we need to include:

Can you let me know specifically what they need? Tax returns? Profit & Loss? Balance Sheets??

A: NJPA asks for responders to demonstrate their financial stability. The most accurate way to evaluate financial stability is by reviewing audited financial statements. However, your response will not be deemed non-responsive if you do not submit audited financial statements, it will merely not be awarded as many points in the financial related criteria.

ACKNOWLEDGMENT OF ADDENDUM ONE (1) TO RFP DISTRIBUTED VIA EMAIL ON JULY 31, 2014

COMPANY NAME:

Imbore Medical LLC

SIGNATURE:

[Signature]

DATE:

8/5/14



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 Attn: Lynn.Helmerle@marsh.com 00053-STND-GAWU-14-15 GLAL XSWC MOOR		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Golden State Insurance Co Ltd INSURER B : Old Republic Insurance Co INSURER C : ACE Property And Casualty Ins Co INSURER D : INSURER E : INSURER F :	
<b>INSURED</b> MCKESSON CORPORATION INCLUDING MOORE MEDICAL LLC ONE POST STREET SAN FRANCISCO, CA 94104		NAIC # 3191144 24147 20699	

## COVERAGES

CERTIFICATE NUMBER:

SEA-002070358-41

REVISION NUMBER: 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			054-1-80101-2014	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MWTB 301926  SELF INSURED FOR PHYSICAL DAMAGE	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$			XOOG27420618	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 30192500 (AOS) MWXS 301927 \$100K SIR FOR CT,NV,OH,WA	07/01/2014 07/01/2014	07/01/2015 07/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EVIDENCE OF INSURANCE ONLY

## CERTIFICATE HOLDER

MCKESSON CUSTOMERS AND VENDORS  
ONE POST STREET  
SAN FRANCISCO, CA 94104

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh Risk & Insurance Services

Linda J. Miner

*Linda J. Miner*

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AGENCY CUSTOMER ID: 00053

LOC #: San Francisco



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED MCKESSON CORPORATION INCLUDING MOORE MEDICAL LLC ONE POST STREET SAN FRANCISCO, CA 94104
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

THE GENERAL LIABILITY POLICY (064-1-80101-2014) PLACEMENTS WERE MADE BY MARSH MANAGEMENT SERVICES (BERMUDA) LTD. MARSH USA INC. HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THIS CLIENT WITH RESPECT TO THESE PLACEMENTS, WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.

[www.njpacoop.org](http://www.njpacoop.org)



207 72th Street NE  
P.O. Box 919  
Starkville, MS 38679

Pricing, financials and marketing material were submitted with the response and is available upon request. Due to the difficulty in emailing such a large file they were not included.

As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to NJPA policies and RFP terms and conditions, all documentation, except for data which is nonpublic, is available for review through a formal request process including a written request.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 Attn: Lynn.Heimerle@marsh.com	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>	
<b>INSURED</b> MCKESSON CORPORATION INCLUDING MOORE MEDICAL LLC ONE POST STREET SAN FRANCISCO, CA 94104	<b>E-MAIL ADDRESS:</b>		
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Golden State Insurance Co Ltd		3191144
	<b>INSURER B:</b> Old Republic Insurance Co		24147
	<b>INSURER C:</b> N/A		N/A
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** SEA-002551171-01      **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			064-1-80101-2014	07/01/2014	07/01/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MWTB 301926  SELF INSURED FOR PHYSICAL DAMAGE	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b>  DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	MWC 30192500 (AOS) MWXS 301927 \$100K SIR FOR CT,NV,OH,WA	07/01/2014 07/01/2014	07/01/2015 07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
EVIDENCE OF INSURANCE ONLY.

**CERTIFICATE HOLDER**

City of Lincoln, Nebraska  
Lancaster County, Nebraska,  
and Lincoln-Lancaster County Public Building Commission  
440 South 8th Street  
Suite 200  
Lincoln, NE 68508

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh Risk & Insurance Services

Linda J. Miner

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AGENCY CUSTOMER ID: 00053

LOC #: San Francisco



## ADDITIONAL REMARKS SCHEDULE

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AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED MCKESSON CORPORATION INCLUDING MOORE MEDICAL LLC ONE POST STREET SAN FRANCISCO, CA 94104
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

THE GENERAL LIABILITY POLICY (064-1-80101-2014) PLACEMENTS WERE MADE BY MARSH MANAGEMENT SERVICES (BERMUDA) LTD. MARSH USA INC. HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THIS CLIENT WITH RESPECT TO THESE PLACEMENTS, WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.